

§ 18B-1203. Primary area of responsibility; no discrimination.

(a) Each agreement shall designate the sales territory of the wholesaler. No winery may enter into more than one agreement for each brand of wine or beverage it offers in any territory. A wholesaler shall not distribute any brand of wine to a retailer whose premises are located outside the territory designated in the wholesaler's agreement for that brand. With the approval of the Commission, a wholesaler may distribute wine outside the wholesaler's designated territory during periods of temporary service interruption when requested to do so by the winery and the wholesaler whose service is interrupted. Unless the winery and wine wholesaler agree otherwise in writing, the territory designated as the wholesaler's "area of primary sales responsibility" as of the effective date of this section shall be the wholesaler's designated sales territory. Redesignations of sales territories occurring after July 1, 2011, shall be reported to the Commission within 30 days. No provisions of this Article, however, may prohibit the continuation of a multi-wholesaler agreement entered into before March 21, 1983, as between the winery and the original wine wholesalers thereto, provided that upon termination of any such agreement, the affected territory shall be designated for a single wholesaler.

(b) A wholesaler shall service retail permit holders within its designated territory without discrimination. Upon request from a retail permit holder, each wholesaler shall make a good faith effort to make available any brand of wine the wholesaler is authorized to distribute in the territory. The provisions of this subsection shall not apply to retail permit holder private label brands. (1983, c. 85, s. 2; 2011-73, s. 2.)